

## **CITY OF GROVE WOLF CREEK PARK FACILITY POLICIES AND PROCEDURES**

Wolf Creek Park is a public park and may be utilized by residents and visitors for picnicking, swimming, fishing, walking, launching watercraft and other park activities as provided for in these Policies and Procedures.

Individuals, entities or organizations wishing to use the Wolf Creek Park Facility for Special Events ie: boat races, circus, festivals, etc must submit a Lease Agreement Application to the City of Grove.

Organizations wishing to use Wolf Creek Park Facility for fishing events, must submit a Use Agreement Application to the City of Grove.

### **SECTION 1: LEASE/USE APPLICATION**

**1.2 Lease Agreement Application:** The director or coordinator of any non-fishing special event shall submit a Lease Agreement Application to the City of Grove a minimum of thirty (30) days prior to the event. Applications for fishing events shall be submitted a minimum of ten (10) days prior to the event. *All special requests, fees and proof of insurance must be submitted with the application.*

All On-The-Water events such as fishing tournaments and boat races must be approved and scheduled by Grand River Dam Authority (GRDA) prior to approval by the City.

### **SECTION 2: LEASE/USE AGREEMENT**

**2.1 Lease Agreement:** Lessee/Fishing Event Sponsor must sign the Lease/Use Agreement and such agreement, once accepted by Lessee/Fishing Event Sponsor and approved by The City shall constitute the sole contract between Lessee/Fishing Event Sponsor and The City.

**2.2 Inspection Orientation:** Lessee/Fishing Event Sponsor must participate in an Inspection Orientation Walk Through of the Wolf Creek Park Facility with a city employee Monday through Friday between 8 a.m. and 4 p.m. prior to the event. (See attached - INSPECTION/ORIENTATION WALK-THROUGH FORM)

### **SECTION 3: FEES AND CHARGES**

**3.1 Fees and Charges:** Fees and charges for lease of the Wolf Creek Park Facility shall be in accordance with the Schedule of Fees and Charges. *Per federal and state grant funding requirements, fishing events are exempt from the Schedule of Fees and Charges.*  
(See attached - SCHEDULE OF FEES & CHARGES)

**3.2 Basis of Fees and Charges:** The Schedule of Fees and Charges apply from the date of first occupancy or use of the Wolf Creek Park Facility and terminates on the last date of such occupancy or use including occupancy for Event set-up and tear down.

**3.3 Special Fees and Charges:** It is not the policy of the City to waive fees or to grant special fees and charges. However, the City authorizes the City Manager or his/her Designee to waive fees or grant special fees and charges, at its sole discretion, if he considers such action is in the best interest of the Wolf Creek Park Facility and the City of Grove. Any such waivers apply only to events of not-for-profit organizations that are not charging admission, selling products or services, or do not have vendors at the event.

Any applicant Lessee requesting a waiver of fees or special fees must submit a written request and justification to the City Manager at the time they submit the Lease Application.

#### **SECTION 4: FACILITY DEPOSIT**

**4.1 Facility:** A Facility Deposit is required for all *non-fishing* Events and is due at the time of full payment of the Lease. The deposits will be in accordance with the Schedule of Fees and Charges.

**4.2 Refund Deposit:** To receive a Facility Deposit Refund, the Lessee shall comply with the Facility Procedures Check List (See attached – FACILITY PROCEDURES CHECKLIST).

**4.5 Forfeiture of Facility Deposit:** Lessee must allow adequate time for tear down, clean up and/or removal of equipment associated with the Event by the end of the lease period (i.e. caterers, bands, booths, tents, other event furnishings, etc.). If Lessee or anyone associated with Lessee's Event fails to vacate Wolf Creek Park Facility by the end of the lease period forfeiture of the Facility Deposit will be automatic, and the Lessee will be responsible to pay the difference of the deposit and the full per day rate.

EXCEPTION: If the City of Grove has approved an extended stay, the Facility Deposit will not be automatically forfeited and the full per day rate will not apply.

#### **SECTION 5: PAYMENT**

**5.1 Payments:** All payments are to be made, in accordance with these Policies and Procedures, to the City of Grove Office located at 104 W. 3<sup>rd</sup>, Grove, OK

**5.2 Advance Deposit:** Advance deposit equal to fifty (50%) percent of the Lease Fee, not including the Facility Deposit charges, is required with the Lease Application.

**5.3 Payment in Full:** Payment in full is required thirty (30) days prior to the Event, including all lease fees and charges including the Facility Deposit.

**5.4 Refunds:** Lessee must cancel the lease, in writing, at least sixty (60) days prior to the Event to obtain a refund of an advance deposit. A cancellation fee of five (5%) or \$20.00, whichever is greater, will be deducted from the deposit. A full refund will be made if The Authority cancels the availability of the facility due to no fault of Lessee.

**5.5 Forfeiture:** If the full payment due is not received in accordance with these Policies and Procedures, the Event may be cancelled due to non-payment and the deposit may be forfeited.

## **SECTION 6: ADVANCE SCHEDULING, RESERVATIONS AND VERBAL AGREEMENTS**

**6.1 Advance Scheduling:** It is the general policy of the City not to schedule events more than one (1) year in advance. However, the City Manager at his sole discretion may approve scheduling events in advance of one (1) year for the good of the Wolf Creek Park Facility and the City of Grove.

**6.2 Reservations:** The Wolf Creek Park Facility, *if available*, may be placed on reserve for up to forty-eight (48) hours (i.e. two business days). The reservation may be placed either in person or by telephone. A Lease Agreement and a required Advance Deposit (See Section 5.2) must be submitted when the reservation is made or the reservation will be null and void. Only ONE Reservation shall be made at a time and there must be a minimum of six (6) months time lapse prior to another Reservation being allowed.

**6.3 Verbal Agreements:** No verbal agreement for the use of the Wolf Creek Park Facility, or any part or facility thereof, shall be binding, except as stated in Section 6.2 above.

**6.4 Wolf Creek Park Facility Log and Schedule of Events:** The City Manager or his designee shall maintain a Wolf Creek Park Facility and Schedule of Events. The Log will show, at a minimum, the Event name and date(s); the sponsoring person/entity/organization; point of contact name, address, telephone number and e-mail or fax address; date of lease and approving authority; advance deposit amount; date and amount of final payment; and, date and amount of any refund.

## **SECTION 7: LEASE TO RESPONSIBLE PARTIES**

**7.1 Responsible Party:** Only persons ages 21 and older are eligible to contract for use of the Wolf Creek Park Facility. Lessee/Fishing Event Sponsor must provide the name of the leasing organization and title of the responsible contact person and their address, telephone number and fax or e-mail address.

**7.2 Lawful Use of Facility:** Lessee/Fishing Event Sponsor will not make or suffer any unlawful, improper or offensive use of the premises, or any use or occupancy thereof, contrary to any law of the State of Oklahoma, or any ordinances of the City of Grove now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the Wolf Creek Park Facility and appurtenances.

**7.3 Sub-let or Sub-lease:** Lessee/Fishing Event Sponsor shall not assign, sub-let or sub-lease or part with the possession of the whole or any part of the leased facilities without first obtaining the written consent of the City Manager.

#### **SECTION 8: EVENT HOURS**

**8.1 Event Hours:** Lessee and all of their guest/visitors are required to vacate the Wolf Creek Park Facility no later than 12:00 midnight on each day the facility is leased unless they have permission from the City of Grove to remain onsite for an extended period of time.

If any Lessee or their guest/visitors fail to vacate the premises as required, the Police Department may be contacted to remove all persons, and a minimum of 50% of the Facility Deposit shall be forfeited.

#### **SECTION 9: SET-UP, TEAR DOWN, SERVICES AND SUPPLIES**

**9.1 Set-Up and Tear-Down:** Lessee/Fishing Event Sponsor is responsible for setting up and tearing down any Event furnishings and equipment including fish holding tanks, displays, tents, exhibits, tables, chairs, vendors, etc.

**9.2 Utilities Services:** If any utility services are needed that are not currently in place at the facility, arrangements must be made through the City of Grove Building & Grounds Superintendent and shall be at the expense of the Lessee.

**9.3 Supplies:** The City is only responsible for providing supplies for the restroom facilities; Lessee/Fishing Event Sponsor must furnish any other necessary supplies and equipment.

**9.4 Trash Containers:** Lessee/Fishing Event Sponsor shall be responsible for making arrangements for delivery of and the cost of additional trash dumpsters/containers as needed for their event. Lessee shall be responsible for picking up trash from the premises.

**9.5 Restrooms:** The restroom facilities will be open for the use of the public from 8:00 a.m. - 4:00 p.m. (CST), during the months of November to March; and 8:00 a.m. – 7:00 p.m. (CST) during the months of April to October. If a different time is needed for a scheduled event, the director of the event must indicate the requested time on the Lease/Use Agreement Application.

**9.6 Roll-up Door:** The use of the center section of the restroom facility is by request only. Upon request, the Roll-Up Door will be unlocked by City personnel. The event director or coordinator shall indicate on the application if the center section is needed for the event.

**9.7 Ramp Lighting:** The stadium lighting at the boat ramps will be set to come on approximately two hours prior to launch of a fishing tournament, and stay on until thirty minutes after the launch time, or until daylight, whichever is first. If a different time is needed for a scheduled event the event director or coordinator must indicate the requested time on the Lease/Use Agreement Application.

**9.8 Fish Tank Pavilion:** The fish tank may be used for fishing events if requested on the Use Agreement application. The tank must be drained at the completion of the weigh in. The pump is on a timer and will run for approximately 1.5 hours per cycle.

#### **SECTION 10: PARKING AREA/CAMPING/DOCKING**

**10.1 Stakes, Anchors and Other Mountings:** No stakes, anchors, poles, mountings or other fasteners or related objects may be driven into or attached to the pavement in any manner in the Wolf Creek Park Facility parking area or to any building or structure. Only water based washable paint shall be used to mark and identify designated spaces or areas in the parking lots.

**10.2 Skateboards, Roller Skates, In-line Skates:** No Skateboards, Roller Skates, In-Line Skates or similar devices may be used on the parking areas.

**10.3 Motor Vehicles:** Motor vehicles shall obey all City of Grove traffic regulations and posted signs.

**10.4 Primitive Camping:** Primitive camping is prohibited at Wolf Creek Park Facility.

**10.5 Overnight Parking:** Overnight parking will be allowed during events scheduled and approved by the City of Grove for the purpose of security and protecting personal property, boats and other equipment.

The director or coordinator of the Event must submit an OVERNIGHT PARKING INFORMATION form and the required information for each overnight guest to the City of Grove prior to the event or overnight parking will be not be allowed.

Approved overnight parking shall only be allowed in an area designated by the City of Grove. Overnight parking shall be allowed at the site two-days prior to the event and one-day following the commencement of the event. Blocking access to the boat ramp is prohibited unless written permission from Grand River Dam Authority (GRDA) is provided with the application.

**10.6 Day Docking Permitted:** Docking of boats or personal watercraft is allowed from daylight to dusk. Overnight Docking is prohibited.

#### **SECTION 11: VENDORS**

**11.1 Vendors:** Director/coordinator of the event shall be responsible for submitting the Event Sponsor Vendor Information form to the City of Grove prior to the event.

Each participating Vendor must obtain a Vendor Permit from the City of Grove prior to setting up for the event. Vendors without a City permit are prohibited from setting up at the event.

**11.2 Vendor Fee:** Vendors shall pay Vendor Fees set-forth in the Schedule of Fees.

Vendors operating under the umbrella of a Local Community Organization (as defined below) during their event shall be exempt from paying Vendor Fees *only* if the Director/Coordinator has included them on their list of approved Vendors. Although, approved Vendors may be exempt from paying the fee, each Vendor shall submit a Vendor Permit Application prior to setting up at the vent.

Local Community Organization: A not for profit organization established for the purpose of promoting tourism, festivals and activities within the City of Grove.

## **SECTION 12: ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS**

**12.1 Definitions:** For purposes of this section, certain terms are defined as follows:

- a. “Alcoholic Beverage” means any liquid or solid containing alcohol, spirits, beer, including low-point beer, or wine that is capable of being consumed as a beverage.
- b. “Beer” means any beverage containing more than three and two-tenths percent (3.2%) of alcohol by weight and obtained by the alcoholic fermentation of an infusion or decoction of barley, or other grain, malt or similar products and the term includes, among other things, beer, ale, stout, lager beer, porter and other malt or brewed liquors.
- c. “Low-Point Beer” means beverages containing more than one-half of one percent ( $\frac{1}{2}$  of 1%) alcohol by volume, and not more than 3.2% alcohol by weight, including beer or cereal malt beverages obtained by the alcoholic fermentation of an infusion of barley or other grain, malt or similar products.
- d. “Spirit” means any beverage, other than wine, beer or low-point beer, which contains more than one-half of one percent ( $\frac{1}{2}$  of 1%) alcohol measured by volume and is obtained by distillation, including, but not limited to whiskey, brandy, rum, gin, vodka, liqueurs, cordials, and fortified wines.
- e. “Wine” means and includes any beverage containing more than one-half of one percent ( $\frac{1}{2}$  of 1%) alcohol by volume and not more than twenty-four percent (24%) alcohol by volume obtained by the fermentation of the natural contents of fruits, vegetable, honey, milk or other products containing sugar, whether or not other ingredients are added.

**12.2 Sale, Distribution, and Consumption of Alcoholic Beverages:** The sale, distribution, and consumption of alcoholic beverages is permitted on the grounds of the Wolf Creek Park Facility ONLY upon the following conditions:

- a. During a scheduled event approved by the City of Grove.
- b. A minimum of two weeks prior to the event, an Application must be submitted to the City for consideration.

- c. The Applicant must be over twenty-one (21) years of age, whether acting as an individual or representing an organization, and applicant or his designee(s) must be physically present on site at all times during the event.
- d. The Applicant must comply, and is responsible for ensuring that all event participants comply, with all applicable local, state, and federal statutes, rules, and regulations regarding the sale, distribution, and consumption of alcohol.
- e. Alcoholic beverages may not be sold or otherwise provided on the premises unless in accordance with licensing and permit requirements of the State of Oklahoma. The City does not have a license to serve alcoholic beverages. The Applicant is responsible for obtaining any required permits or licenses for the sale or distribution of alcoholic beverages and must provide documentation thereof to the City a minimum of five (5) days prior to the event.
- f. No alcoholic beverages may be served to persons under the age of twenty-one (21) and no open containers may be transported off the premises. The Applicant is responsible to see that all activities are properly controlled and supervised.
- g. The City reserves the right to limit or cease alcohol service and consumption on the premises before, during, or after an event if the Applicant or any event participants either (a) violate any of the conditions set forth in this Section or (b) exhibit behavior deemed to be disruptive by a City official, staff member, or any law enforcement officer. Such action on the part of the Applicant or event participants will constitute violation of the policy and the Applicant and his or her guests will be required to vacate the premises.
- h. The sale, distribution and consumption of alcoholic beverages must cease at 11 p.m. Sunday through Thursday and 12 midnight on Friday and Saturday.
- i. The Applicant is required to provide liability insurance as defined and described in Section 13.
- j. The City shall not be liable to the Applicant or any other individual or entity for any injury, loss, or damage to property or to any person on the premises. Applicant will save, hold harmless, and indemnify the City from and against all loss, liability, or expense that may be incurred as a result of sale, distribution, or consumption of alcoholic beverages on the grounds or in the facility or any other negligence on the part of the Applicant or event participants.

**12.3 Beer and Wine:** Except as set forth in Section 13.2 there are no additional restrictions or requirements for the service or sale of low-point beer on the premises of Wolf Creek Park Facility. Except in the case of a private party at which alcoholic beverages are made available at no cost to attendees, beer and wine must be supplied and served through a caterer duly licensed by the State of Oklahoma and approved by the Authority.

**12.4 Spirits:** Except in the case of a private party at which alcoholic beverages are made available at no cost to attendees, beverages containing spirits, whether sold or otherwise distributed, must be supplied and served through a caterer duly licensed by the State of Oklahoma and approved by the Authority or its designee.

**12.5 Security:** Security may be required for certain events and uses of the Wolf Creek Park Facility at which alcoholic beverages are served or sold. The determination as to need for security shall be made at the discretion of the City or its designee in consideration of the type of event, user group, and other factors relevant to the proposed event. When security is deemed necessary, the Applicant must hire a duly commissioned off-duty City of Grove police officer, or other security service approved by the City or its designee, to be on-site at the event for the entire duration of the event.

**12.6 Designated Area:** Alcoholic Beverages may be sold, distributed and consumed, ONLY in a Designated Area as determined by the City of Grove. The Designated Area shall be located in the Vendor Area which is located on the southeast side of the parking lot nearest the restroom facilities. The City Manager or his designee may approve a different Designated Area at his sole discretion if such action better meets the needs of the event, and is in the best interest of the Wolf Creek Park Facility and the City of Grove. Any change of the Designated Area by the City Manager shall be only for the specified Event and only for the dates of the event on the Lease Application.

The event holder shall install a temporary fence/barricade on all sides of the Designated Area. The Designated Area shall have one adult controlled access point for both entrance into and exit from the Designated Area. If food is being served within the Designated Area, individuals under the age of 21 years may be allowed when accompanied by an adult; however, at no time shall an individual under the age of 21 years be allowed within five (5) feet of the area where the alcohol is being sold or distributed.

**12.7 Application:** The director or coordinator of the event shall complete and submit an Application for the sale or distribution of Alcohol on the premises of Wolf Creek Park Facility. (See attached – SALE OR DISTRIBUTION OF ALCOHOL FORM).

The City Manager or his designee is authorized to approve an Application submitted for the sale or distribution of Alcohol on the premises of Wolf Creek Park Facility in accordance with these Policies and Procedures. The City Manager or his designee shall have the authority to deny an application, when in their sole opinion approval of an application is not in the best interest of the City of Grove.

### **SECTION 13 : DAMAGES AND LIABILITY**

**13.1 Damages:** During the lease period, Applicant is responsible for any damages to the Wolf Creek Park Facility caused by Applicant's use and/or negligence, or the use and/or negligence of Applicant's associates, participants or other parties associated with Applicant's Event.



**13.2 Limit of Injury Liability:** The City of Grove, their employees, boards and committees are not responsible for injuries to persons or damages or loss of property. This is entirely the responsibility of Applicant and participants.

**13.3 Limit of Property Liability:** All property of any kind that may be on the premises during the period of the event shall be at the sole risk of Applicant and/or the event participants. The City of Grove shall not be liable to Applicant or any other person for any injury, loss or damage to any property on the premises and Applicant shall hold harmless and indemnify The City of Grove from and against all loss, liability, or expense that may be incurred by reason of any accident caused by the negligence of Applicant and/or any event participants.

**13.4 Liability Insurance:** Applicant shall submit proof of required liability insurance coverage with the application and prior to occupancy of the Wolf Creek Park Facility.

**13.5 Additional Insured Entities:** Applicant shall cause the insurer to list the City of Grove as additional insured entities under the Applicant's liability insurance policy.

**13.6 Required Liability Coverage:** The minimum required liability coverage is: 1) \$25,000 for property loss per claimant arising out of a single act, accident or occurrence; 2) \$1 million aggregate for all claims arising out of a single act, accident or occurrence; and, 3) \$100,000 per claim per claimant for any other loss arising out of a single act, accident, or occurrence.

#### **SECTION 14. VIOLATION OF THIS POLICY**

Violation of any portion of this Policy may result in the group or organization being prohibited from Using or Leasing the Facility for future Events.

PASSED AND APPROVED this 2<sup>nd</sup> day of February, 2016.

## **WOLF CREEK PARK FACILITY SUMMARY OF POLICY**

*Please read the Wolf Creek Park Facility Policies and Procedures and the Lease Agreement in its entirety. For your convenience, some of the important highlights of the Policies and Procedures are listed below.*

1. Lessee or Fishing Event Sponsor shall participate in an Inspection/Walk Through of the building and its uses with a City of Grove employee Monday through Friday between 8 a.m. and 4 p.m. prior to the event. (See Policies and Procedures, Section 2.2)
2. Advance Deposit equal to 50% of the Lease Fee is required at the time of submittal of the Lease application. (See Policies and Procedures, Section 5.2)
3. Payment in full is required thirty (30) days prior to the event including all lease fees and charges including the Facility Deposit charges. (See Policies and Procedures, Section 5.3)
4. Event hours must end no later than 12:00 midnight unless permission is provided by the City of Grove. (See Policies and Procedures, Section 8.1)
5. Lessee or Fishing Event Sponsor is responsible for setting up and tearing down any Event furnishings and equipment including fish holding tanks, displays, tents, exhibits, tables, chairs, vendors, etc.. (See Policies and Procedures, Section 9.1)
6. If any utility services are needed that are not currently in place at the facility, arrangements must be made through the City of Grove Buildings & Grounds Superintendent and shall be at the expense of the Lessee. (See Policies and Procedures, Section 9.2)
7. Lessee or Fishing Event Sponsor is responsible for picking up trash from the premises. Lessee shall be responsible for making arrangements for delivery of and the cost of additional trash dumpsters as needed for their event. (See Policies and Procedures, Section 9.4)
8. The use of the center section of the restroom facility is by request only and the Roll-up Door will be unlocked by City personnel upon a request; Ramp Lighting will be set to come on two hours prior to launching, if a different time is needed indicate on application, the Fish Tank may be used during fishing events, indicate on application. (See Policies and Procedures, Section 9.6, 9.7 and 9.8)
9. No stakes, anchors or other mountings or fasteners may be driven into or attached to the pavement of the parking area or to any structure at the Wolf Creek Park Facility. Only water based washable paint shall be used when marking and identifying designated spaces and areas in the parking lot. (See Policies and Procedures, Section 10.1)

10. Overnight Parking will be allowed in a designated area during events scheduled and approved by the City of Grove for the purpose of security and protecting personal property, boats and other equipment.

The director or coordinator of the Event must submit an OVERNIGHT PARKING INFORMATION form to the City of Grove prior to the event. (See Policies and Procedures, Section 10.5)

Day Docking of boats and PWC is allowed from daylight to dusk. Overnight docking is prohibited.

11. Lessee or Fishing Event Sponsor shall be responsible for submitting the Event Sponsor Vendor Information form to the City of Grove prior to the event.

All participating Vendors must obtain a Vendor Permit from the City of Grove prior to setting up for the event. Vendors without a City permit are prohibited from setting up at the event.

Vendors operating under the umbrella of a Local Community Organization shall be exempt from paying the Vendor fees. (See Policies and Procedures Section 11)

12. Sale, Distribution and Consumption of Alcoholic Beverages are permitted on the premises of Wolf Creek Park Facility *only* upon certain conditions and requirements. (See Policies and Procedures, Section 12)

13. Lessee or Fishing Event Sponsor shall submit proof of liability insurance with the application and prior to occupying Wolf Creek Park Facility. Minimum required amounts of \$25,000 for property loss per claimant (single act/accident/occurrence), \$1 million aggregate for all claims (single act/accident/occurrence) and \$100,000 per claim per claimant for any other loss (single act/accident/occurrence). (See Policies and Procedures, Section 13.6)

14. An employee of the City of Grove is available after hours call 918-801-8422; additional fees will be assessed for the City of Grove employees called to an event after hours unless such call is deemed necessary by the City of Grove.

In case of an emergency during events call 911.

Applications must be submitted  
ten (10) days prior to the event.  
Mail to: City of Grove, 104 W.  
3<sup>rd</sup> Street, Grove, OK 74344 or  
Fax to 918-786-6107.

FISHING TOURNAMENT USE APPLICATION

**WOLF CREEK PARK FACILITY**  
**963 N. 16<sup>th</sup> Street Grove, OK 74344**  
**FISHING TOURNAMENT USE APPLICATION**

Fishing Event Sponsor: \_\_\_\_\_

Event Type \_\_\_\_\_

Tournament Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_

Requested Date(s) \_\_\_\_\_

Number of expected participants \_\_\_\_\_ Boats \_\_\_\_\_

Number of expected vendors: \_\_\_\_\_  
(Attach completed Event Sponsor Vendor Sheet)

Number of expected overnight R Vs, campers, event vehicles: \_\_\_\_\_  
(Attach completed Overnight Parking Information Sheet, and required information for each overnight guest)

Restroom Facility: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested to Open \_\_\_\_\_

Center Section: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested to Open \_\_\_\_\_

Ramp Lights: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested On \_\_\_\_\_ Off \_\_\_\_\_

Fish Tank Pavilion: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested On \_\_\_\_\_ Off \_\_\_\_\_

**Internet Service is available for a fee through Precision Wireless Internet if requested seven days prior to the tournament date. Contact Brent Malone at office: 918-791-9570 cell: 918-964-1127.**

***The Fishing Event Sponsor has received a copy and hereby agrees to comply with the Wolf Creek Park Facility Policies and Procedures as it pertains to Fishing Events.***

Fishing Event Sponsor: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

**WOLF CREEK PARK FACILITY  
FISHING TOURNAMENT USE AGREEMENT**

This Use Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Grove (hereinafter referred to as the City), a Municipal Corporation, organized under the laws of the State of Oklahoma, and

\_\_\_\_\_  
(hereinafter referred to as the Fishing Event Sponsor)

1. The City agrees to the allow the Fishing Event Sponsor to Use the following described real property: Wolf Creek Park Facility located at 963 N. 16<sup>th</sup> Street, in the City of Grove, for a Fishing Event on the following dates:

\_\_\_\_\_

**SPONSOR'S COVENANTS**

The Fishing Event Sponsor has received a copy and hereby agrees to comply with the City of Grove Wolf Creek Park Facility Policies and Procedures as it pertains to Fishing Events.

\_\_\_\_\_  
Sponsor Authorized Representative  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
City of Grove

\_\_\_\_\_  
Date

**WOLF CREEK PARK FACILITY**  
**963 N. 16<sup>th</sup> Street Grove, OK 74344**  
**NON-FISHING EVENT LEASE APPLICATION**

Event Sponsor (Lessee): \_\_\_\_\_

Event Type \_\_\_\_\_

Event Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_

Requested Date(s) \_\_\_\_\_

Number of expected participants \_\_\_\_\_

Number of expected vendors: \_\_\_\_\_

(Attach completed Event Sponsor Vendor Sheet, each Vendor must submit Vendor Permit Application)

Number of expected overnight R Vs, campers, event vehicles: \_\_\_\_\_

(Attach completed Overnight Parking Information Sheet, and required information for each overnight guest)

Restroom Facility: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested to Open \_\_\_\_\_

Center Section: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested to Open \_\_\_\_\_

Ramp Lights: Yes \_\_\_\_\_ No \_\_\_\_\_ Time Requested On \_\_\_\_\_ Off \_\_\_\_\_

**Internet Service is available for a fee through Precision Wireless Internet if requested seven days prior to the tournament date. Contact Brent Malone at office: 918-791-9570 cell: 918-964-1127.**

Lessee has received a copy of and will comply with the Wolf Creek Park Facilities Policies and Procedures in its entirety.

Lessee: \_\_\_\_\_

Signature

Date \_\_\_\_\_

**WOLF CREEK PARK FACILITY  
NON-FISHING EVENT LEASE AGREEMENT**

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Grove (hereinafter referred to as the City), a Municipal Corporation, organized under the laws of the State of Oklahoma, and \_\_\_\_\_  
(hereinafter referred to as the Lessee)

1. The City leases to the Lessee the following described real property: Wolf Creek Park Facility located at 963 N. 16<sup>th</sup> Street, in the City of Grove, for the following dates:  
\_\_\_\_\_
2. The rent for the facility will be \$\_\_\_\_\_.
3. Lessee has paid an advance deposit in the amount of \$\_\_\_\_\_.  
(Non-refundable except in accordance with the Wolf Creek Park Facility Policies and Procedures).

**LESSEE'S COVENANTS**

The Lessee has received a copy and hereby agrees to comply with the City of Grove Wolf Creek Park Facility Policies and Procedures in its entirety.

\_\_\_\_\_  
Lessee Authorized Representative  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
City of Grove

\_\_\_\_\_  
Date

**WOLF CREEK PARK FACILITY  
EVENT SPONSOR VENDOR SHEET**

Event Sponsor: \_\_\_\_\_

Sponsor Representative: \_\_\_\_\_

Sponsor Address: \_\_\_\_\_

\_\_\_\_\_

Sponsor Representative's Phone No. \_\_\_\_\_

(Representative must be available via phone during the event)

Sponsor Tax Identification Number: \_\_\_\_\_

Event Location: \_\_\_\_\_

\_\_\_\_\_

Event Dates: \_\_\_\_\_

Brief description of the Event and types of items to be sold by Vendors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Vendors participating in the event: \_\_\_\_\_

Number of Vendors parking overnight: \_\_\_\_\_

Number of Vendors registered with the OK Tax Commission and are collecting sales tax: \_\_\_\_\_

Number of Vendors exempt from payment of sales tax: \_\_\_\_\_

Each participating Vendor must obtain a Vendor Permit from the City of Grove, 104 W. 3<sup>rd</sup> Street, Grove, OK prior to setting up for the event.

Vendors without a City permit are prohibited from setting up at the event.



**WOLF CREEK PARK FACILITY  
VENDOR PERMIT APPLICATION**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

Vendor Phone No. \_\_\_\_\_

(Vendor must be available via phone during the event)

Vendor Tax Identification Numbers: \_\_\_\_\_

(Include Federal and State Tax Commission Number)

*Provide a copy of an Exemption Letter if Vendor is exempt from collecting sales tax.*

Name of Event: \_\_\_\_\_

Event Sponsor: \_\_\_\_\_

Is Event Sponsor a Local Community Organization \_\_\_\_\_ Yes \_\_\_\_\_ No

(ie: City of Grove, Grove Area Chamber of Commerce or Grand Lake Association)

Event Dates: \_\_\_\_\_

Will Vendor be Parking Overnight? \_\_\_\_\_ Yes \_\_\_\_\_ No

Brief description of the types of items to be sold by Vendor: \_\_\_\_\_

\_\_\_\_\_

Has Vendor ever been convicted of a felony? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, describe the nature of the offense and the punishment of penalty assessed. \_\_\_\_\_

\_\_\_\_\_

After close review of the Vendor Permit Application, I certify that the information provided is true and correct to the best of my knowledge. I acknowledge and authorize investigation of all statements contained herein. I understand that misrepresentation or omission of facts is cause for denial of a Vendor Permit.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

**WOLF CREEK PARK FACILITY  
OVERNIGHT PARKING INFORMATION**

*Overnight Parking is allowed only with the approval of the City of Grove*

Event Sponsor: \_\_\_\_\_

Sponsor Representative: \_\_\_\_\_

Sponsor Address: \_\_\_\_\_

\_\_\_\_\_

Sponsor Representative's Phone No. \_\_\_\_\_  
(Representative must be available via phone during the event)

Event Dates: \_\_\_\_\_

Event Sponsor shall provide the following information to the City of Grove for each overnight guest prior to the event:

Name  
Phone Number  
Address  
Type of Vehicle Parking overnight  
Tag Number

An Overnight Parking Information sheet is available to assist with gathering this information from each overnight guest.

**WOLF CREEK PARK FACILITY**  
**OVERNIGHT PARKING GUEST INFORMATION SHEET**

*Information required for each Overnight Guest*

Event: \_\_\_\_\_

Dates Guest will be parking overnight: \_\_\_\_\_

Overnight Guest Name: \_\_\_\_\_

Overnight Guest Address: \_\_\_\_\_

\_\_\_\_\_

Overnight Guest Phone No. \_\_\_\_\_

(Guest must be available via phone during the event)

Description of vehicle parking overnight: \_\_\_\_\_

Tag number of vehicle parking overnight: \_\_\_\_\_

## WOLF CREEK PARK FACILITY SCHEDULE OF FEES AND CHARGES

The Schedule of Fees and Charges is based upon the use of Wolf Creek Park Facility. Total lease fee is the cumulative total of fees and charges for the facilities and services provided.

<u>Lease Fee</u>	<u>Per Day</u>
Wolf Creek Park Facility	<b>\$100.00</b>
<i>(Fishing Events are exempt from this fee)</i>	
<u>Set-up/Tear Down Fees</u>	
Two-days prior to event and	
One-day following event	<b>No Charge</b>
Additional days	<b>\$25.00 per day</b>
<i>(Fishing Events are exempt from this fee)</i>	
<u>Charges:</u>	
After-hour Personnel charge (non-emergency)	<b>\$50.00 per response</b>
<u>Vendor Fees:</u>	
Vendors will be required to comply with City Code.	
<u>Deposits:</u>	
Facility Deposit	<b>\$250.00</b>
<i>(Fishing Events are exempt from this deposit fee)</i>	

Schedule of Fees amended per Council action on March 1, 2016.

**WOLF CREEK PARK FACILITY**  
963 N. 16<sup>th</sup> Street   Grove, OK 74344

**SALE, DISTRIBUTION AND CONSUMPTION  
OF ALCHOHOLIC BEVERAGES AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Grove (hereinafter referred to as The City), a Municipal Corporation, organized under the laws of the State of Oklahoma, and \_\_\_\_\_.

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Hereinafter called the Lessee, witnesseth:

**APPLICANT'S COVENANTS**

The Applicant agrees:

- (a) The Applicant must be over twenty-one (21) years of age, whether acting as an individual or representing an organization, and must be physically present on site at all times during the event.
- (b) The Applicant must comply, and is responsible for ensuring that all event participants comply, with all applicable local, state, and federal statutes, rules, and regulations regarding the sale, distribution, and consumption of alcohol.
- (c) Alcoholic beverages may not be sold or otherwise provided on the premises unless in accordance with licensing and permit requirements of the State of Oklahoma. The City of Grove does not have a license to serve alcoholic beverages. The Applicant is responsible for obtaining any required permits or licenses for the sale or distribution of alcoholic beverages and must provide documentation thereof to the City prior to the event. No individual event attendee may bring their own alcohol beverage on the grounds of the Wolf Creek Park Facility.
- (d) Alcoholic Beverages may be sold, distributed and consumed, ONLY in a Designated Area as determined by the City of Grove. The Designated Area shall be located in the Vendor Area which is located on the southeast side of the parking lot nearest the restroom facilities. The City Manager or his designee may approve a different Designated Area at his sole discretion if such action better meets the needs of the event, and is in the best interest of the Wolf Creek Park Facility and the City of Grove. Any change of the Designated Area by the City Manager shall be only for the specified Event and the dates of the event on the Lease Application.

The event holder shall install a temporary fence/barricade on all sides of the Designated Area. The Designated Area shall have one adult controlled access point for both entrance into and exit from the Designated Area. If food is being served within the Designated Area, individuals under the age of 21 years may be allowed when accompanied by an adult; however, at no time shall an individual under the age of 21 years be allowed within five (5) feet of the area where the alcohol is being sold or distributed.

- (e) No alcoholic beverages may be served to persons under the age of twenty-one (21) and no open containers may be transported off the premises. The Applicant is responsible to see that all activities are properly controlled and supervised.
- (f) The City reserves the right to limit or cease alcohol service and consumption on the premises before, during, or after an event if the Applicant or any event participants either (a) violate any of the conditions set forth in this Section or (b) exhibit behavior deemed to be disruptive by a City of Grove official, staff member, or any law enforcement officer. Such action on the part of the Applicant or event participants will constitute a breach of the Agreement, and the Applicant and his or her guests will be required to vacate the premises.
- (g) The Applicant is required to provide liability insurance as defined and described in Section 9.
- (h) The City shall not be liable to the Applicant or any other individual or entity for any injury, loss, or damage to property or to any person on the premises. Applicant will save, hold harmless, and indemnify the City from and against all loss, liability, or expense that may be incurred as a result of sale, distribution, or consumption of alcoholic beverages on the grounds or in the facility or any other negligence on the part of the Applicant or event participants.
- (i) In the case of a private party at which alcoholic beverages are made available at no cost to attendees, beverages containing spirits, beer or wine must be supplied and served through a caterer duly licensed by the State of Oklahoma and approved by the City.
- (j) Security may be required for certain events and uses of Wolf Creek Park Facility at which alcoholic beverages are served or sold. The determination as to need for security shall be made at the discretion of the City or its designee in consideration of the type of event, user group, and other factors relevant to the proposed rental. When security is deemed necessary, the Applicant must hire a duly commissioned off-duty City of Grove police officer, or other security service approved by the City or its designee, to be on-site at the event for the entire duration of the event.
- (k) Use or possession of illegal drugs or substances on the grounds of the Wolf Creek Park Facility shall be prohibited.

- (I) Applicant has received a copy of and will comply with the Wolf Creek Park Facilities Policies and Procedures.

Individual/Entity/Organization

REQUIRED INFORMATION

\_\_\_\_\_

Type of Event: \_\_\_\_\_

Private Party \_\_\_\_\_ YES \_\_\_\_\_ NO

Address: \_\_\_\_\_

Type of Alcoholic Beverage served

\_\_\_\_ Beer \_\_\_\_\_ Low-Point Beer

\_\_\_\_ Wine \_\_\_\_\_ Spirit

\_\_\_\_\_

Alcoholic Beverages will be

\_\_\_\_ Sold \_\_\_\_\_ Provided at no cost

\_\_\_\_\_

Telephone: \_\_\_\_\_

Licensed Caterer Name:

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

License No.: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Telephone: \_\_\_\_\_

Alternate Designated Area requested:

\_\_\_\_ YES \_\_\_\_\_ NO

Identify Alternate Area: \_\_\_\_\_

SECURITY

APPROVED

Is Security required for this event?

\_\_\_\_ YES \_\_\_\_\_ NO

By: \_\_\_\_\_

Police Chief or designee must sign off

By: \_\_\_\_\_

City Manager

City of Grove

If Security is required name Officer or  
Security Service being used:

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_

## **WOLF CREEK PARK FACILITY INSPECTION ORIENTATION/ WALK THROUGH**

The City of Grove requires an Inspection Orientation/ Walk Through with a representative of the Lessee prior to the scheduled event. Please make sure that all of your questions in regard to the operation and functions of the Wolf Creek Pak Facility are answered prior to the event.

☐

Restrooms

☐

Roll-up Door/Center Section of Restroom Area

City of Grove personnel will un-lock the Roll-up Door upon request of Lessee

☐

Lighting – Location of switches and breaker boxes

☐

Fish Tank – Operation of Pump, location of switches and breaker box

☐

Vendor hook-up

☐

Trash containers – Location of containers

Location of containers

If event requires additional containers, lessee is responsible for making arrangements for delivery of and paying the cost of additional containers.

☐

Parking areas and surrounding grounds - No anchors, stakes, poles, mountings or other fastener or related objects may be driven into the pavement in any manner in the parking area. Only water based washable paint shall be used when marking vendor's spaces or other designated areas in the parking area.

On the \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ provided an

City of Grove employee

Inspection Orientation/Walk Through of the Wolf Creek Park Facility to:

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Name of Authorized Representative and Name of Organization/Lessee

Further questions or concerns shall be directed to the Building & Grounds Department at 918-786-6107, after hours 918-801-8422; for emergencies call 911.

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Organization/Lessee

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Authorized Representative

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City of Grove Authorized Representative

February 2016



**WOLF CREEK PARK FACILITY  
CLEAN-UP PROCEDURES CHECK-LIST**

Premises must be cleaned and in the same condition as when you arrived. It is your responsibility to make sure the Wolf Creek Park Facility is left clean, orderly and locked when you finish your event.

- ☐ All trash has been picked up from the facility.
- ☐ All personal properties and trash has been removed from the Center section of restroom area.
- ☐ All equipment, vendor trailers, RV, tractor trailers, displays, tables, chairs, tents, personal items, etc. have been removed from the premises.

If the above conditions are not met to the satisfaction of the City Staff, an appropriate fee will be deducted from the deposit. Deposits will be refunded within 30 days post event.

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Signature of Lessee

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Name of Organization

**WOLF CREEK PARK FACILITY  
APPLICATION CHECK-LIST  
FOR OFFICE USE ONLY**

- ☐ Policies and Procedures provided to applicant
- ☐ Cleaning Procedures Check-List was signed by the applicant and a copy was provided.
- ☐ Application submitted in a timely manner according to policy
- ☐ Application complete
- ☐ Inspection/Orientation Walk-Through completed
- ☐ Vendor Information form complete and required information provided
- ☐ Overnight Parking Information sheet complete and required information provided
- ☐ Alcoholic Beverage Agreement complete (if applicable)
- ☐ Proof of Liability Insurance provided
- ☐ Advance Deposit Paid    Deposit Amount: \$\_\_\_\_\_ Deposit Date: \_\_\_\_\_
- ☐ Total Fees Paid            Fee Amount:    \$\_\_\_\_\_ Fee Date: \_\_\_\_\_
- ☐ Facility Deposit Paid        Deposit Amount: \$\_\_\_\_\_ Deposit Date: \_\_\_\_\_  
Refund Amount: \$\_\_\_\_\_ Refund Date: \_\_\_\_\_

Application processed by:

Date:

\_\_\_\_\_

\_\_\_\_\_